

January 6, 2026
5:30PMCity Hall, Council Chambers
23 N 2nd St**AGENDA**

The Council meeting will be held both in person and virtually. If you are not attending in person and would like to attend the meeting remotely you can do so by either of the following ways:

United States Toll Free: 1-888-475-4499

Access Code: 903 385 0484

Passcode: 54487

OR

On your computer or smart device by visiting www.zoom.com and clicking "JOIN"

- A. **Call to Order**
- B. **Roll Call**
- C. **Pledge of Allegiance**
- D. **Public Comments** (During this item on the agenda the Council listens to oral comments from members of the public on non-agenda items. When speaking please state your name and limit your time to five minutes.)
- E. **Minutes of Previous Meeting(s):**
 - 1. December 9, 2025 (page 3)
- F. **Approval of Checks and Vouchers**
General Fund account checks 118464 to 118637 and 13 electronic payments in the amount of \$305,819.53 and payroll checks 53479 – 53534 and direct deposit checks V15349– V15430 in the amount of \$151,816.54 (page 5)
- G. **Reports**
 - 1. Committee Reports
 - i. Planning and Zoning Commission (Mayor Steve Taskay)
 - ii. Board of Public Works (Leads Rosenmeier, Hanna, and Thiemer)
 - iii. Health and Safety Committee (Aldersperson Will Garske)
 - iv. Finance Committee (Aldersperson Mickey Loka)
 - v. Park and Recreations Committee (Aldersperson Jeff Kahle)
 - vi. Commission on Aging (Aldersperson Mike Loka)
 - vii. Library Board (Director Heidi O’Hare)
- H. Mayor’s Report
- I. Written Report from Tomahawk Main Street Inc. (page 18)
- J. Lincoln County Economic Development Corporation – Sara Guild, Executive Director

**COUNCIL
MEMBERS**

STEVEN E TASKAY
MAYOR
TERM EXP. 2026
PRESIDING OFFICER

MICKEY LOKA
TERM EXP. 2025

PATRICIA E. HASKIN
TERM EXP. 2026

ROBERT SOWARD
APPOINTED UNTIL 2026
TERM EXP. 2027

JEFF KAHLE
TERM EXP. 2028
PRESIDENT

DALE ERNST
TERM EXP. 2026

WILL GARSKE
TERM EXP. 2027

MIKE LOKA
TERM EXP. 2027

VACANT
TERM EXP. 2028

STEVE “DING” BARTZ
TERM EXP. 2026

Any additions to this agenda will be added to the original posted at City Hall. Any person who has a qualifying disability as defined by the Americans with Disabilities Act, that requires the meeting or materials at the meeting to be in an accessible location or format must contact the Clerk-Treasurer at City Hall, 453-4040, at least three days prior to the meeting so any necessary arrangements can be made to accommodate each request.

H. **Licenses and Permits**

1. Operator License(s) (page 20)
2. Liquor Licenses - Floyd' Timber Tavern and Shorthorns Bar (page 21)
3. Special Event - Friends of Lake Mohawksin Fire and Ice Bon Fire – January 31, 2026 (page 22)

I. **Other Business**

1. PFAS Treatment Facility Geotechnical Proposals (page 24)

J. **Schedule Next Meeting Date and Time**

1. February 3, 2026

K. **Adjournment**

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Common Council
City of Tomahawk, City Council Chambers
23 N 2nd St, Tomahawk, WI 54487
December 9, 2025 at 5:30 p.m.

Call to Order: Council President Jeff Kahle called the Common Council to order at 5:31 p.m.

Roll Call: Council members present were Paticia Haskin, Mickey Loka, Dale Ernst, Will Garske, Jeff Kahle, Steve “Ding” Bartz, and Mike Loka. Absent was Robert Soward.

Also in attendance were Clerk/Treasurer Amanda L. Bartz, Street Leadsperson Nick Rosenmeier, Water Leadsperson Glenn Hanna, Police Chief Al Elvins, Jennifer Turkiewicz from Tomahawk Main Street, Inc., Zach Garner from WJJQ, Sara Guild from Lincoln County Economic Development, and Grace Kluchka from MSA Professional Services.

Pledge of Allegiance: Kahle led the Council in the Pledge of Allegiance.

Public Comments: There were no public comments.

Minutes of Previous Meeting(s): GARSK to approve the minutes from the November 11, 2025 meeting and ERNST seconded. The VOTE was unanimous.

Approval of Checks and Vouchers: Mickey LOKA MOVED to approve General Fund account checks 118296 to 118505 and 14 electronic payments in the amount of \$266,330.19 and payroll checks 53472 – 53478 and direct deposit checks V15265– V15348 in the amount of \$111,067.50. GARSKE seconded. The VOTE was unanimous.

Reports:

Planning and Zoning Commission: Planning and Zoning Commission has not met since the last Council meeting.

Board of Public Works: Nick Rosenmeier gave a brief report.

Health and Safety Committee: GARSKE reported that the Committee met on October 28, and all the items discussed are on the agenda for review.

Finance Committee: Mickey LOKA reported that the Finance Committee has met multiple times to work on the budget.

Park and Recreations Committee: KAHLE reported that the Park and Recreations Committee has not met since the last meeting.

Library Board: O’HARE reported that the children programs have been well attended with Tinker Tuesday and Mine Craft.

Mayor’s Report: The Mayor was not in attendance as he is on vacation.

Tomahawk Main Street, Inc. (TMS): The Council reviewed the written report by TMS.

1 **License and Permits:**

2 Operator Licenses: GARSKE MOVED to approve the operator licenses and Mike LOKA seconded.
3 The VOTE was unanimous.
4

5 **Resolutions:**

6 A resolution appointing election inspector for the term of 2026-2027: GARSKE MOVED to adopt the
7 resolution and ERNST seconded. The VOTE was unanimous.
8

9 **Other Business:**

10 Pilot Test Proposal for PFAS Removal form the City of Tomahawk – Water Surplus: GARSKE MOVED
11 to approve the proposal and BARTZ seconded. The VOTE was unanimous.
12

13 Operating Plan for the Tomahawk Downtown Business Improvement District 2026: HASKIN MOVED
14 to approve the operating plan for 2026 and Mickey LOKA seconded. The VOTE was unanimous.
15

16 **Set Time and Date of Next meeting:** The next regular meeting of the Common Council is
17 scheduled for January 6, 2026, at City Hall, Council Chambers at 5:30 p.m.
18

19 **Adjournment:** HASKIN MOVED to adjourn the meeting of Common Council and Mike LOKA
20 seconded. The VOTE was unanimous. The meeting was adjourned at 5:42 p.m.
21

22 Approved: _____
23

24 _____
25 Steven E. Taskay, Mayor

Amanda L. Bartz, Clerk/Treasurer

Crossbridge - General Fund Checking

ALL Checks

Posted From: 11/21/2025 From Account:
Thru: 12/20/2025 Thru Account:

Check Nbr	Check Date	Payee	Amount
WPS	12/12/2025	Wisconsin Public Service	23,236.58
118463	11/21/2025	Amazon Capital Services	77.05
118464	11/21/2025	Auto Owner's Life Insurance	60.59
118465	11/21/2025	Bumper to Bumper	25.79
118466	11/21/2025	Catalis LLC	4,995.00
118467	11/21/2025	Cengage Group	144.70
118468	11/21/2025	Center Point Large Print	47.94
118469	11/21/2025	Charter Communications	232.26
118470	11/21/2025	Cintas Fire 636525	129.36
118471	11/21/2025	City of Merrill	420.00
118472	11/21/2025	City of Tomahawk (Utilities)	254.24
118473	11/21/2025	Fastenal Company	278.31
118474	11/21/2025	Four Seasons Home Owner Services LLC	400.00
118475	11/21/2025	Frontier	435.57
118476	11/21/2025	GPM Investments, LLC	107.95
118477	11/21/2025	Heritage Chevrolet Inc	214.13
118478	11/21/2025	Hilgy's LP Gas	330.64
118479	11/21/2025	Hometown Feed Mill	39.95
118480	11/21/2025	Ingram Library Services	714.07
118481	11/21/2025	J.F. Ahern Co.	103.70
118482	11/21/2025	Kwik Trip	1,526.86
118483	11/21/2025	L&S Truck Service Inc	141.41
118484	11/21/2025	L.F George	2,808.11
118485	11/21/2025	Lighting Design Solutions	1,025.00
118486	11/21/2025	LINCOLN CNTY HIGHWAY DEPARTMENT	79.28
118487	11/21/2025	M&M Service, Inc	535.25
118488	11/21/2025	Micromarketing LLC	32.99
118489	11/21/2025	Napa Auto Parts	163.98
118490	11/21/2025	Nicolet College	329.40
118491	11/21/2025	Northwoods Lube & Tire	484.00
118492	11/21/2025	O'Reilly Automotive Inc	19.14
118493	11/21/2025	O.K. Printing	299.02
118494	11/21/2025	Penworthy Company	313.36

Crossbridge - General Fund Checking

ALL Checks

Posted From: 11/21/2025 From Account:
Thru: 12/20/2025 Thru Account:

Check Nbr	Check Date	Payee	Amount
118495	11/21/2025	Pomasl Fire Equipment, Inc	53.04
118496	11/21/2025	Portable Welding & Repair LLC	660.00
118497	11/21/2025	Rent-A-Flash of WI Inc	2,228.96
118498	11/21/2025	Republic Services #645	735.03
118499	11/21/2025	Richson, Roxanne	235.00
118500	11/21/2025	SECURIAN FINANCIAL GROUP, INC	601.21
118501	11/21/2025	Technology Management	20.00
118502	11/21/2025	THE UNIFORM SHOPPE	225.85
118503	11/21/2025	Trig's	19.95
118504	11/21/2025	Ty Hilgendorf Inc	767.25
118505	11/21/2025	Verizon Wireless	370.51
118506	12/01/2025	City of Tomahawk Petty Cash	65.99
118507	12/03/2025	QUALITY TITLE, INC	10,000.00
118508	12/03/2025	Wisconsin Public Service	3,231.73
118509	12/04/2025	UNITED STATES POSTAL SERVICE	370.00
118510	12/05/2025	Aflac Dental and Vision	212.94
118511	12/05/2025	Amazon Capital Services	163.74
118512	12/05/2025	BP	58.50
118513	12/05/2025	Cengage Group	287.89
118514	12/05/2025	Charter Communications	289.29
118515	12/05/2025	Charter Communications	10.01
118516	12/05/2025	City of Tomahawk (Utilities)	678.41
118517	12/05/2025	City of Tomahawk (Utilities)	330.83
118518	12/05/2025	Diversified Benefit Services, Inc.	139.58
118519	12/05/2025	Elvins, Al	160.00
118520	12/05/2025	EO Johnson Company	150.00
118521	12/05/2025	Fastenal Company	280.58
118522	12/05/2025	Foley's Tree Service, LLC	12,300.00
118523	12/05/2025	Frostman, Matthew	120.00
118524	12/05/2025	Hayes Graphics	198.00
118525	12/05/2025	Heavenly Clean	280.00
118526	12/05/2025	Hilgendorf, David	2,199.16
118527	12/05/2025	Hilgy's LP Gas	256.08

Crossbridge - General Fund Checking

ALL Checks

Posted From: 11/21/2025 From Account:
Thru: 12/20/2025 Thru Account:

Check Nbr	Check Date	Payee	Amount
118528	12/05/2025	Ingram Library Services	2,011.28
118529	12/05/2025	League of Wisconsin Municipalities	1,749.47
118530	12/05/2025	Lerner Publishing Group	149.94
118531	12/05/2025	LINCOLN CNTY HIGHWAY DEPARTMENT	1,254.43
118532	12/05/2025	Micromarketing LLC	95.97
118533	12/05/2025	Miller, Annette	17.50
118534	12/05/2025	Multi Media Channels, LLC	1,080.00
118535	12/05/2025	Napa Auto Parts	67.41
118536	12/05/2025	Northwoods Lube & Tire	48.49
118537	12/05/2025	O'Hare, Heidi	1,012.14
118538	12/05/2025	Penworthy Company	188.73
118539	12/05/2025	Picl, Ryan	120.00
118540	12/05/2025	PREMIER HEATING & COOLING OF TOMAHAWK LLC	652.27
118541	12/05/2025	PUESTOW, ALLISON	23.20
118542	12/05/2025	Quill Corporation	111.98
118543	12/05/2025	Rent-A-Flash of WI Inc	110.72
118544	12/05/2025	Republic Services #645	357.31
118545	12/05/2025	Republic Services #645	334.30
118546	12/05/2025	Rhyme Business Products	79.18
118547	12/05/2025	Rhyme Business Products	461.88
118548	12/05/2025	Swenty, Miranda	32.20
118549	12/05/2025	Technology Management	4,490.10
118550	12/05/2025	The Child's Works, Inc.	475.00
118551	12/05/2025	Trig's	119.08
118552	12/05/2025	Trig's	159.73
118553	12/05/2025	Verizon Wireless	219.33
118554	12/05/2025	WI Professional Police Association, Inc.	319.90
118555	12/09/2025	UNITED STATES POSTAL SERVICE	1,260.78
118556	12/15/2025	Wegener, Tadd	398.35
118557	12/12/2025	Cintas Fire 636525	135.22
118558	12/12/2025	City of Tomahawk (Utilities)	116.65
118559	12/12/2025	Clifton Larson Allen LLP	10,387.33
118560	12/12/2025	Duet Resource Group	1,606.64

Crossbridge - General Fund Checking

ALL Checks

Posted From: 11/21/2025 From Account:
Thru: 12/20/2025 Thru Account:

Check Nbr	Check Date	Payee	Amount
118561	12/12/2025	Ernst, Robert	150.00
118562	12/12/2025	Forth Floral	248.18
118563	12/12/2025	Frontier	439.10
118564	12/12/2025	Game & Fish	30.99
118565	12/12/2025	Gary Carr	800.00
118566	12/12/2025	Ingram Library Services	30.25
118567	12/12/2025	L&S Truck Service Inc	186.46
118568	12/12/2025	Lee Recreation, LLC	1,728.00
118569	12/12/2025	Lighting Design Solutions	9,200.00
118570	12/12/2025	Lincoln County Highway Department	27.78
118571	12/12/2025	Medford Cooperative	36.69
118572	12/12/2025	Multi Media Channels, LLC	30.00
118573	12/12/2025	Napa Auto Parts	374.80
118574	12/12/2025	Northwoods Superior Chemical Group	1,293.98
118575	12/12/2025	Overland Transportaion Services, Inc	199.15
118576	12/12/2025	PUESTOW, ALLISON	9.00
118577	12/12/2025	SCHATZKE, JACK L	306.36
118578	12/12/2025	TAPCO	1,062.00
118579	12/12/2025	TOMAHAWK POLICE DEPARTMENT	4,549.50
118580	12/12/2025	Viking Electric Supply, LLC	637.93
118581	12/12/2025	Wisconsin Department of Public Instruction	1,957.50
118582	12/12/2025	Wisconsin Valley Library Service	305.00
118583	12/12/2025	WJJQ RADIO STATION-ALBERT BROADCASTING INC.	350.00
118584	12/19/2025	Amazon Capital Services	1,777.55
118585	12/19/2025	American Asphalt of Wisconsin	133.72
118586	12/19/2025	Aspirus INC	70.00
118587	12/19/2025	Aspirus Medical Group, Inc	750.00
118588	12/19/2025	Aspirus Medical Group, Inc	26.50
118589	12/19/2025	AT&T Mobility	569.76
118590	12/19/2025	Auto Owner's Life Insurance	14.97
118591	12/19/2025	Borem, Steve	150.00
118592	12/19/2025	Cengage Group	92.22
118593	12/19/2025	Center Point Large Print	47.94

Crossbridge - General Fund Checking

ALL Checks

Posted From: 11/21/2025 From Account:
Thru: 12/20/2025 Thru Account:

Check Nbr	Check Date	Payee	Amount
118594	12/19/2025	Charter Communications	497.32
118595	12/19/2025	City of Tomahawk (Utilities)	519.63
118596	12/19/2025	City of Tomahawk Petty Cash	31.20
118597	12/19/2025	Clifton Larson Allen LLP	2,571.71
118598	12/19/2025	Cole, Taran	44.35
118599	12/19/2025	Election Systems & Software, LLC	185.00
118600	12/19/2025	Emplify Health	42.00
118601	12/19/2025	Foster, Christine	461.31
118602	12/19/2025	Frontier	136.01
118603	12/19/2025	Giefer, Grant & Megan	429.34
118604	12/19/2025	Hilgy's LP Gas	1,007.16
118605	12/19/2025	Houston, Michael H.	389.83
118606	12/19/2025	Ingram Library Services	702.93
118607	12/19/2025	J.F. Ahern Co.	389.02
118608	12/19/2025	Jones Eugene	298.43
118609	12/19/2025	L&S Truck Service Inc	5,323.97
118610	12/19/2025	Lincoln County Highway Department	78,263.70
118611	12/19/2025	Madison Public Library	37.95
118612	12/19/2025	Medford Cooperative	628.95
118613	12/19/2025	Napa Auto Parts	141.78
118614	12/19/2025	NCI Communications Solutions	960.63
118615	12/19/2025	Nimmer, Greg	108.34
118616	12/19/2025	Northwoods Lube & Tire	542.45
118617	12/19/2025	O'Reilly Automotive Inc	130.36
118618	12/19/2025	Powers, Julie	717.64
118619	12/19/2025	REI ENGINEERING, INC	2,772.15
118620	12/19/2025	Renning Lewis & Lacy	620.00
118621	12/19/2025	Republic Services #645	364.62
118622	12/19/2025	Republic Services #645	1,298.49
118623	12/19/2025	Richson, Roxanne	507.19
118624	12/19/2025	SECURIAN FINANCIAL GROUP, INC	600.41
118625	12/19/2025	T.B Scott Free Library	280.30
118626	12/19/2025	Technology Management	20.00

Crossbridge - General Fund Checking

ALL Checks

Posted From: 11/21/2025 From Account:
Thru: 12/20/2025 Thru Account:

Check Nbr	Check Date	Payee	Amount
118627	12/19/2025	Tomahawk Battery and Rebuilding	559.97
118628	12/19/2025	Tomahawk Builders Supply	135.95
118629	12/19/2025	Tweet/Garot Mechanical, Inc	387.29
118630	12/19/2025	Ty Hilgendorf Inc	192.50
118631	12/19/2025	Verizon Wireless	219.84
118632	12/19/2025	Verizon Wireless	370.51
118633	12/19/2025	Victory Janitorial Inc	144.41
118634	12/19/2025	Viegut's Do-It Express	344.19
118635	12/19/2025	WI Department of Transportation	3,897.88
118636	12/19/2025	WISCONSIN CHIEF'S OF POLICE ASSOC INC	150.00
118637	12/19/2025	Wisconsin Valley Library Service	51.57
Amazon	12/12/2025	Amazon Capital Services	1,946.79
Vestis	12/19/2025	Vestis	119.76
Vestis	12/19/2025	Vestis	372.00
Vestis	12/19/2025	Vestis	536.90
Empower	12/19/2025	Empower	3,286.06
Statement	12/12/2025	Cardmember Service	5,361.30
Statement	12/15/2025	Cardmember Service	1,705.05
Statement	12/18/2025	Cardmember Service	2,379.60
Statement	12/19/2025	Cardmember Service	1,243.85
Taxw/held	12/19/2025	State Withholding	7,518.80
Retirement	12/05/2025	Wisconsin Dept of Employee Trust Funds	38,707.45
PD Invoices	12/19/2025	Amazon Capital Services	226.69
Grand Total			305,819.53

Crossbridge - General Fund Checking

ALL Checks

Posted From: 11/21/2025 From Account:
Thru: 12/20/2025 Thru Account:

	Amount
Total Expenditure from Fund # 100 - General Fund	188,215.18
Total Expenditure from Fund # 210 - Library Fund	24,579.90
Total Expenditure from Fund # 219 - ARPA Fund	4,995.00
Total Expenditure from Fund # 240 - CAPITAL PROJECTS FUND	85,457.74
Total Expenditure from Fund # 260 - TIF #1 FUND	1,742.21
Total Expenditure from Fund # 270 - TIF #2 FUND	829.50
Total Expenditure from all Funds	305,819.53

Crossbridge - Payroll

ALL Checks

Posted From: 11/21/2025 From Account:
Thru: 12/20/2025 Thru Account:

Check Nbr	Check Date	Payee	Amount
53479	11/14/2025	Espeseth, Jonathon	271.59
53480	11/14/2025	Frostman, Matthew	986.86
53481	11/14/2025	Krich, Michael D	1,209.91
53482	11/14/2025	Picl, Ryan	1,080.74
53483	11/14/2025	Sherman, Zachary	911.66
53484	11/14/2025	Susa, Brett	1,352.80
53485	11/14/2025	Watruba, Alysia	2,129.69
53486	11/14/2025	White, John	2,035.92
53487	11/28/2025	Bartz, Amanda	448.70
53488	11/28/2025	Borem, Steven	787.71
53489	11/28/2025	Dotter, Derek	191.29
53490	11/28/2025	Elvins, Alfred	410.47
53491	11/28/2025	Ernst, Robert	92.22
53492	11/28/2025	Gorell, Matthew	92.22
53493	11/28/2025	Hanna, Glenn	92.22
53494	11/28/2025	Krich, Michael D	215.22
53495	11/28/2025	LANE, RUSSELL	46.12
53496	11/28/2025	Pankow, Charles	92.22
53497	11/28/2025	Picl, Ryan	531.69
53498	11/28/2025	Rosenmeier, Nicholas	239.12
53499	11/28/2025	Sherman, Abbey	953.54
53500	11/28/2025	Sherman, Zachary	215.22
53501	11/28/2025	Susa, Brett	830.85
53502	11/28/2025	Swenty, Miranda Jean	76.85
53503	11/28/2025	Thiemer, Richard	215.22
53504	11/28/2025	Vacho, Travis	61.50
53505	11/28/2025	Watruba, Alysia	421.05
53506	11/28/2025	Webster, Mason	76.85
53507	11/28/2025	Borem, Steven	1,714.01
53508	11/28/2025	Ernst, Robert	1,659.74
53509	11/28/2025	Lintereur, Zephyr	45.03
53510	12/12/2025	Bartz, Steven	507.92
53511	12/12/2025	Borem, Steven	1,687.10

Crossbridge - Payroll

ALL Checks

Posted From: 11/21/2025 From Account:
Thru: 12/20/2025 Thru Account:

Check Nbr	Check Date	Payee	Amount
53512	12/12/2025	Ernst, Dale	507.92
53513	12/12/2025	Ernst, Robert	1,659.74
53514	12/12/2025	Garske, William	507.92
53515	12/12/2025	Haskin, Patricia	507.92
53516	12/12/2025	Lintereur, Zephyr	45.03
53517	12/12/2025	Soward, Robert	535.81
53518	12/12/2025	Borem, Steven	2,429.21
53519	12/12/2025	Dotter, Derek	1,347.11
53520	12/12/2025	Ernst, Robert	2,429.57
53521	12/12/2025	Hanna, Glenn	1,209.08
53522	12/12/2025	Lane, Russel	1,016.26
53523	12/12/2025	Pankow, Charles	378.63
53524	12/12/2025	Rosenmeier, Nicholas	2,342.28
53525	12/12/2025	Sherman, Zachary	1,203.64
53526	12/12/2025	Thiemer, Richard	21.75
53527	12/12/2025	Vacho, Travis	1,198.32
53528	12/12/2025	Webster, Mason	603.04
53529	12/12/2025	Watruba, Alysia	362.80
53530	12/12/2025	Espeseth, Jonathon	153.56
53530	12/12/2025	Espeseth, Jonathon	-153.56
53531	12/12/2025	Gorell, Matthew	4,588.17
53532	12/12/2025	Picl, Ryan	2,068.63
53533	12/12/2025	Susa, Brett	2,796.45
53534	12/12/2025	White, John	73.62
V15349	11/28/2025	Bartz, Amanda	1,779.00
V15350	11/28/2025	Becker, Betty	177.32
V15351	11/28/2025	Brandt, Victoria	637.57
V15352	11/28/2025	Calhoun, Jesse	1,451.02
V15353	11/28/2025	Dotter, Derek	1,875.34
V15354	11/28/2025	Elvins, Alfred	2,286.80
V15355	11/28/2025	Espeseth, Jonathon	2,632.21
V15356	11/28/2025	Frostman, Matthew	1,694.44
V15357	11/28/2025	Gorell, Matthew	2,217.01

Crossbridge - Payroll

ALL Checks

Posted From: 11/21/2025 From Account:
Thru: 12/20/2025 Thru Account:

Check Nbr	Check Date	Payee	Amount
V15358	11/28/2025	Hanna, Glenn	2,117.78
V15359	11/28/2025	Haring, Andrew	736.96
V15360	11/28/2025	Johnson, Brianna	164.35
V15361	11/28/2025	Krich, Michael D	2,072.14
V15362	11/28/2025	Krosschell, Chyannye	778.32
V15363	11/28/2025	Lane, Russel	1,675.33
V15364	11/28/2025	Losey, Chad	498.69
V15365	11/28/2025	Miller, Annette	1,204.15
V15366	11/28/2025	O'Hare, Heidi	1,510.65
V15367	11/28/2025	O'Neill, Megan	221.64
V15368	11/28/2025	Pagenkopf, Peggy	299.21
V15369	11/28/2025	Pankow, Charles	1,597.97
V15370	11/28/2025	Picl, Ryan	1,867.06
V15371	11/28/2025	Pleau, Raen	961.98
V15372	11/28/2025	Puestow, Allison	1,223.48
V15373	11/28/2025	Richson, Roxanne	643.79
V15374	11/28/2025	Rosenmeier, Nicholas	1,695.28
V15375	11/28/2025	Scherer, Roni Kay	0.00
V15376	11/28/2025	Sherman, Abbey	1,903.39
V15377	11/28/2025	Sherman, Zachary	1,611.75
V15378	11/28/2025	Shore, Diana	464.50
V15379	11/28/2025	Susa, Brett	2,100.53
V15380	11/28/2025	Sutton, Bonnie	531.26
V15381	11/28/2025	Swenty, Miranda Jean	1,417.18
V15382	11/28/2025	Taskay, Steven	188.11
V15383	11/28/2025	Thiemer, Richard	1,925.92
V15384	11/28/2025	Vacho, Travis	1,597.67
V15385	11/28/2025	Watruba, Alysia	1,766.09
V15386	11/28/2025	Webster, Mason	1,580.66
V15387	11/28/2025	White, John	1,942.20
V15388	11/28/2025	Zelton, Mary Kay	266.43
V15389	12/12/2025	Bartz, Amanda	1,768.76
V15390	12/12/2025	Becker, Betty	121.91

Crossbridge - Payroll

ALL Checks

Posted From: 11/21/2025 From Account:
Thru: 12/20/2025 Thru Account:

Check Nbr	Check Date	Payee	Amount
V15391	12/12/2025	Brandt, Victoria	676.38
V15392	12/12/2025	Calhoun, Jesse	1,334.68
V15393	12/12/2025	Dotter, Derek	1,565.24
V15394	12/12/2025	Elvins, Alfred	2,138.52
V15395	12/12/2025	Espeseth, Jonathon	1,765.63
V15396	12/12/2025	Frostman, Matthew	1,673.60
V15397	12/12/2025	Gorell, Matthew	2,206.50
V15398	12/12/2025	Hanna, Glenn	2,247.77
V15399	12/12/2025	Haring, Andrew	1,063.15
V15400	12/12/2025	Johnson, Brianna	121.91
V15401	12/12/2025	Krich, Michael D	2,417.02
V15402	12/12/2025	Lane, Russel	1,667.02
V15403	12/12/2025	LOKA, MICHAEL J.	504.60
V15404	12/12/2025	LOKA, MICHAEL L.	507.92
V15405	12/12/2025	Losey, Chad	398.96
V15406	12/12/2025	Miller, Annette	1,183.57
V15407	12/12/2025	O'Hare, Heidi	1,498.55
V15408	12/12/2025	O'Neill, Megan	264.89
V15409	12/12/2025	Pagenkopf, Peggy	166.23
V15410	12/12/2025	Pankow, Charles	1,597.98
V15411	12/12/2025	Picl, Ryan	1,884.61
V15412	12/12/2025	Pleau, Raen	1,057.79
V15413	12/12/2025	Puestow, Allison	1,223.48
V15414	12/12/2025	Richson, Roxanne	643.79
V15415	12/12/2025	Rosenmeier, Nicholas	1,680.33
V15416	12/12/2025	Scherer, Roni Kay	0.00
V15417	12/12/2025	Sherman, Abbey	1,751.67
V15418	12/12/2025	Sherman, Zachary	1,871.39
V15419	12/12/2025	Shore, Diana	163.09
V15420	12/12/2025	Susa, Brett	2,027.31
V15421	12/12/2025	Sutton, Bonnie	401.94
V15422	12/12/2025	Swenty, Miranda Jean	1,408.98
V15423	12/12/2025	Thiemer, Richard	1,858.48

Crossbridge - Payroll

ALL Checks

Posted From: 11/21/2025 From Account:
Thru: 12/20/2025 Thru Account:

Check Nbr	Check Date	Payee	Amount
V15424	12/12/2025	Vacho, Travis	1,612.99
V15425	12/12/2025	Watruba, Alysia	1,692.87
V15426	12/12/2025	Webster, Mason	1,583.04
V15427	12/12/2025	Wegener, Tadd	461.75
V15428	12/12/2025	White, John	2,354.00
V15429	12/12/2025	Zelton, Mary Kay	228.80
V15430	12/12/2025	Taskay, Steven	188.11
Grand Total			151,816.54

Crossbridge - Payroll

ALL Checks

Posted From: 11/21/2025 From Account:
Thru: 12/20/2025 Thru Account:

	Amount
Total Expenditure from Fund # 100 - General Fund	95,664.52
Total Expenditure from Fund # 210 - Library Fund	18,231.26
Total Expenditure from Fund # 610 - WATER FUND	16,649.46
Total Expenditure from Fund # 620 - SEWER FUND	18,983.97
Total Expenditure from Fund # 630 - SOLID WASTE FUND	2,287.33
Total Expenditure from all Funds	151,816.54



223 W. Wisconsin Avenue
Tomahawk, WI 54487
715-453-1090
director@tomahawkmainstreet.org

Promotions Meetings: *The first Wednesday of the month at 8:30 a.m. Come join us as all are welcome!*

Board of Directors Meetings: *The third Wednesday of the month at 8:30 a.m. Please reach out to Jen if you would like to be on the agenda.*

Board of Directors: *Al Elvins, Char Andreachi, Dawn Genelin, Donna Ahlgrim, Grey Lusty, Jenna Pultz, Jessica Witte, Patti Hilgendorf, Tim Calhoun, Caylie Swan (Jr. Board Member), and Jennifer Turkiewicz (Executive Director)*

DESIGN (getting the downtown into physical shape):

- We are sold out of Honor Banners for 2026 and have sold six already for 2027! Please let us know if you want to honor that special Veteran in your life.
- Garret, the landscape architect, is finalizing the conceptual streetscape plan for presentation and approval by the city; once approved, fundraising efforts will begin.
- A monarch butterfly garden sanctuary is being drawn up for inclusion into the streetscape project.
- The Historical Marker Committee met with the State Historical Society, and the committee has resubmitted update verbiage for approval.

ECONOMIC VITALITY (strengthening the downtown economy):

- For Sale
 - Corner Pub - \$260,000.00 via Chris Duckett at Century 21 Best Way Realty
- For Rent
 - The Annex – 2,500 sq. ft. for \$1,900.00/month
- Jen continues to participate in planning session for the Lincoln County Economic Summit to be held on Tuesday, April 21 in Merrill from 9:00 – 4:330; a “Networking After 5” will follow.

ORGANIZATION (getting everyone working towards the same goal):

- “Mondays on Main” morning conversations on WJJQ continue with Jen and a special guest each month talking about the upcoming events and projects “Down on Main Street.”
- We have started a monthly conversation on WJMT called “Our Town,” broadening our reach to share the wonders that are our community!
- Our Marketing Committee is working on a new approach to our website and social media accounts.
- Kennari Consulting is working with us on revamping our fundraising goals.

PROMOTIONS (selling the image and promise of downtown):

- Current and Upcoming Events
 - State of the Street Annual Meeting: Thursday, February 19 (SAVE THE DATE!)
- Updates on Past Events
 - Main Street Memories Christmas: Friday, December 12 - Hometown Christmas hosted a festive Snowman parade, then the 12 Days of Christmas live window displays, choirs, treats in the park, and warming stations on N. 3rd Street kept the spirits bright. A fantastic turnout once again, and we are thankful to all the volunteers who helped make memories for all!



2025 GOALS

As we step into 2026, the Wisconsin Main Street team extends our heartfelt appreciation to the staff and board of **Tomahawk Main Street**. Your dedication and hard work over the past year have been instrumental in transforming **Tomahawk** into an even more vibrant, welcoming, and economically thriving center of the community.

We are truly grateful for the opportunity to collaborate with such passionate local leaders who share our commitment to making Wisconsin's downtowns strong and prosperous. Over the past year, we've had the privilege of working alongside your team to **participating in the fundraising and social media cohort and completion of a new streetscape plan.**, and we're excited about the possibilities that lie ahead, including **taking advantage of the new small business training grant at the County, leveraging the multiple new private investment projects in the districts for positive media attention and starting to implement streetscape plan.**

Your participation in the Wisconsin Main Street program has delivered tremendous value to your community. In 2025 alone, **Tomahawk** benefited from more than **\$15,875** in services, training, and assistance—support that reached your organization, property owners, and local businesses. For perspective, the average participating community utilized services valued at **\$17,250**.

Here are some highlights of the assistance provided locally in 2025:

- **16** training sessions attended by community representatives.
- **7** businesses assisted through training, design renderings, marketing support, Kiva loan matches, and more.

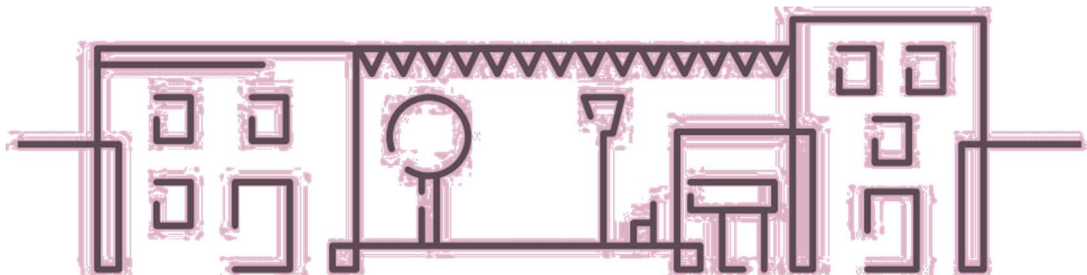
Thank you once again for your commitment to your downtown and for partnering with us to make a lasting impact. We continually strive to provide services that meet the evolving needs of our communities. If you have goals or projects you're hoping to accomplish in 2026, please reach out—we'd love to explore how we can support your efforts. We're happy to adapt or seek new services to meet your needs, just ask!

We look forward to celebrating your continued success in the year ahead!

Best,

The Wisconsin Main Street Team

Erin Welty, Joe Lawniczak, Adriana Humbert and Brendan Zeinstra



Health and Safety Committee

Approval of Operator's (Bartender's) Licenses

Back-Ground Check	One Year	Two Year	Pro-visual	Temp-orary	License #	LastName	FirstName	Effective Date	Expiration Date	Fee
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	837	Kelley	Shayna	1/18/2024	6/30/2027	\$45.00
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	931	Woloszyk	Michael	1/6/2026	6/30/2027	\$0.00
										\$45.00

**NOTICE OF APPLICATION FOR
LIQUOR LICENSES
in the City of Tomahawk**

Notice is hereby given that the following application has been filed in the Clerk-Treasurer's office of the City of Tomahawk, Wisconsin for the sale of intoxicating beverages in said City for such classes of licenses and at the location the premises to be licensed in the City of Tomahawk, for the license year ending June 30, 2026 all according to Section 125 of the Wisconsin State Statutes.

Name	Premise Address	Mailing Address
Class "B" Beer and Class "B" Liquor		
Floyd's Timber Tavern LLC/Floyd's Timber Tavern	433 S Tomahawk Ave	PO Box 211, 433 S Tomahawk Ave
DJE Financial Holdings LLC/Shorthorns Bar	127 W Wisconsin Ave	N11356 Dereg Rd

Friends of Lake Mohawksin Fire and Ice Bon Fire

Saturday, January 31, 2026

EVENT INFORMATION

This event started in 2024 and is sponsored by Friends of Lake Mohawksin (FOLM). The event will be on Saturday, January 31, 2026 at SARA Park Boat Landing. FOLM would be hosting a bonfire between 4:00p.m. and 9:00 p.m. Alcohol will not be served but participants can bring their own alcohol.

1. SITE LAYOUT

- SARA Park Boat Landing.

2. RESERVATIONS

- No reservations are required for this event.

3. GARAGE COLLECTIONS

- Three (3) containers for all garbage and recycling will be provided.

4. RESTROOMS

- FOLM are requesting a Port-A-Potty for the event.

5. PARKING

- Participants would utilize the parking at SARA Park and the Boat Landing during the event.

6. EMERGENCY PLAN

- A first aid kit will be kept on site.

7. OTHER COMMENTS/RECOMMENDATION FROM DEPARTMENTS

- FOLM also requests 5 picnic tables.

8. APPROVAL

- This application was presented to the Health and Safety Committee on December 30, 2025. The Committee approved/denied the application with the following conditions:

○

-
- This application was presented to the Common Council on January 6, 2026. The Council approved/denied the application with the following conditions:

○

Date: _____

Clerk/Treasurer Amanda L. Bartz, CMC, WCMC

Event Charges - Sponsor	Quantity	Rate	Total	Notes
<i>Paid by event sponsor to the City</i>				
Application Fee	1.00	25.00	25.00	
Field Fees	-	200.00	-	
Camping	-	50.00	-	
Temp Class B License	-	10.00	-	
Barricades	-	1.00	-	
Picnic Tables	5.00	2.00	10.00	
Waste Disposal Cans	3.00	2.00	6.00	
Port-A-Potties	1.00	120.00	120.00	
Dumpster	-	128.00	-	
Electrical Service	-	25.00	-	\$25 per day/per panel
Total Charges			161.00	

Expenses - City	ESTIMATE			Notes
Personnel	Quantity	Rate	Total	
Review Time	1	25.00	25.00	
Leadsperson	1.0	56.37	56.37	
Crewperson III	1.0	58.27	58.27	
Parks LTE	-	19.22	-	
Overtime	-	87.41	-	
Parks Sumer Intern	-	12.19	-	
Police Officer	-	65.76	-	
PD OT	-	98.64	-	

Overtime rates are 1.5 times the rates listed above.

Equipment	Quantity	Rate	Total	Notes
Loader	1.0	75.92	75.92	Picnic Table Delivery
Dump Truck	-	69.40	-	
Clam Truck	-	62.64	-	
Pick Up Truck	2.0	16.48	32.96	Deliver/Pickup Cans
Diamond Groomer	-	28.80	-	
Squad Car	-	20.00	-	

Materials	Quantity	Rate	Total	Notes
Gravel	-	5.17	-	
Dumpster - Garbage	-	64.00	-	Contractor & Landfill
Dumpster - Recycling	-	64.00	-	Contractor Pickup Fee
Can Liners (96 Gal)	-	0.50	-	
Port-A-Potties	1	120.00	120.00	
Total Estimated Costs			228.88	

Net Cost to the City	67.88
-----------------------------	--------------

Assets Provided by the City Per Wednesday

Barricades	0	Delivered in the a.m. on the day of the event.
No Parking Signs	0	
Waste Containers	3	
Picnic Tables	5	
Port-A-Potties	1	
Electrical Pannels	0	
Dumpsters	0	



1230 South Boulevard

Baraboo, WI 53913

P (608) 356-2771

TF (800) 362-4505

F (608) 807-5148

www.msa-ps.com

December 30, 2025

Glenn Hanna, Head Operator
City of Tomahawk
102 Waterworks, Rd
Tomahawk, WI 54487

Re: City of Tomahawk - PFAS Treatment Facility
Geotechnical Proposals

Dear Mr. Hanna,

On behalf of the City of Tomahawk, MSA Professional Services Inc., has completed the solicitation of services for Geotechnical Exploration and Engineering regarding the City of Tomahawk – PFAS Treatment Facility project. The scope includes four (4) geotechnical borings varying in depth for a total depth of 90 vertical feet. The scope also includes the completion of a geotechnical report which will include an assessment of existing conditions and recommendations for utility construction, foundation design, and geotechnical best practices.

MSA has received two proposals from reputable geotechnical engineering firms. A summary of the firms and their estimated costs for the work is provided in the table below.

Firm	Location	Estimated Cost
American Engineering Testing, Inc.(AET)	Wausau, WI	\$7,280.00
Giles Engineering Associates, Inc.	Waukesha, WI	\$7,285.00

It is our opinion that both firms are qualified to complete the proposed work. MSA recommends the City of Tomahawk contract with American Engineering Testing Inc. for the proposed geotechnical work, as they submitted the lower cost.

If acceptable, please sign the proposal (Page 5 of 22) and return it to me via email and I will forward to American Engineering Testing Inc.

Feel free to contact me if you have questions,

Sincerely,
MSA Professional Services, Inc.

Grace Kluchka

Grace Kluchka
Graduate Engineer - Water
gkluchka@msa-ps.com | 608-355-8927



December 15, 2025

Mr. Glenn Hanna, Head Operator, Water
City of Tomahawk
P.O. Box 469, 23 N. 2nd Street
Tomahawk, Wisconsin 54487

RE: Proposal for Geotechnical Services
Potable Water Treatment Facility
102 Water Works Road
Tomahawk, Wisconsin
AET Proposal No. P-0049496

Dear Mr. Hanna:

On behalf of American Engineering Testing, Inc., we are pleased to submit this proposal for your project. In this proposal, we present a description of our understanding of the project, an outline of our scope of service, and our estimated fee.

PROJECT DESCRIPTION

The proposed potable water treatment facility project consists of one building and some utilities. MSA Professional Services, Inc. is the project engineer. Details of the project are as follows:

- Treatment Facility Building
 - The treatment facility building will have a footprint of about 54 feet by 28 feet and will be about 30 feet tall. It will have a single story with no below-grade level; it will have frost-depth footings and a slab-on-grade. The building will contain various water treatment equipment. The strip footing loads will range from 2 to 6 kips per linear foot. Floor loads will vary from about 250 to 700 psf and point loads will be up to about 40 kips.
- Utilities
 - The bury depth for utilities will be about 7 feet and will include sanitary sewer and water main.

SCOPE OF SERVICE

Field Exploration

We will drill the borings using a rubber-tire ATV drill rig. We have not included snow removal in our scope of service; if needed to access the boring locations, snow removal would have to be provided by the City of Tomahawk.

4203 Schofield Avenue, Suite 1 | Schofield, WI 54476

Phone (715) 359-3534 | (800) 972-6364 | Fax (651) 659-1379 | teamAET.com | AA/EEO

This document shall not be reproduced, except in full, without written approval from American Engineering Testing, Inc.



MSA requested we drill two borings to depths of 15 feet for the utilities and two borings to depths of 30 feet for the water treatment facility building. MSA will mark the boring locations at the site and provide us with the surface elevations.

Before we drill, we will contact Diggers Hotline to mark public underground utilities at the site. Private utilities have to be marked by others; we are not responsible for mismarked or unmarked utilities. See our discussion regarding private utilities later in this proposal. The City of Tomahawk is responsible for final approval of all boring locations to avoid their utilities.

We will drill the borings using hollow-stem augers and/or mud rotary techniques. We will sample by the split-barrel method (ASTM D1586). If we encounter auger refusal prior to reaching the planned depth, we will terminate the boring at that depth. If the refusal is believed to be due to cobbles or boulders, we will move approximately 5 feet and repeat the boring. If coring is needed, we will contact you and MSA to discuss options. We will backfill the boreholes in accordance with Wisconsin Administrative Code NR 141.

Our crew will keep field logs noting the methods of drilling along with the Standard Penetration values (N-values), preliminary soil classifications, and observed groundwater levels. Representative portions of the recovered split-barrel soil samples will be sealed in jars to reduce moisture loss and submitted to our laboratory for examination, testing, and final classification.

Laboratory Testing

The laboratory testing will be initiated by a geotechnical engineer examining each of the recovered soil samples to assess the major and minor soil components, while also noting the color, degree of saturation, and lenses or seams found in the samples. We will visually/manually classify each sample on the basis of texture and plasticity in accordance with the Unified Soil Classification System (USCS). We anticipate performing sieve analysis tests on several of the recovered soil samples.

Geotechnical Report

Following the field and laboratory testing, we will prepare a geotechnical engineering report based on the results of the soil borings. This report will include logs of the test borings, the laboratory test results, and our geotechnical engineering opinions and recommendations regarding the following:

- Site preparation, including excavation and fill placement/compaction
- Foundation recommendations, including an allowable bearing capacity and estimated settlements
- Modulus of subgrade reaction for slabs-on-grade
- Below-grade wall backfill and lateral earth pressures, if applicable (given as unit weight, friction angle, cohesion and earth pressure K coefficients)
- Open-cut utility installation
- Seismic Site Class designation
- Construction recommendations related to geotechnical issues
- Other geotechnical recommendations, as applicable to the project



SCHEDULE

MSA requested we complete the borings by January 23, 2026, and submit the geotechnical report by February 6. Assuming we are authorized to proceed by January 7, we can meet the desired project schedule. The drilling for this project will take one day.

FEE

For the described scope of service, we will charge an estimated fee of **\$7,280** as shown in the attached fee table.

ENVIRONMENTAL CONCERNS

This proposal is presented for engineering services to determine the structural properties of the soil at the specified site. This proposal does not cover an environmental assessment of the site or environmental testing of the soil or groundwater.

TERMS AND CONDITIONS

All AET Services are provided subject to the Terms and Conditions set forth in the enclosed Service Agreement–Terms and Conditions, which, upon acceptance of this proposal, are binding upon you as the Client requesting Services, and your successors, assignees, joint venturers, and third-party beneficiaries. Please be advised that additional insured status is granted upon acceptance of the proposal.

ACCEPTANCE

AET requests written acceptance of this proposal in the Proposal Acceptance box below, but the following actions shall constitute your acceptance of this proposal together with the Terms and Conditions and Amendments: 1) issuing an authorizing purchase order for any of the Services described above, 2) authorizing AET's presence on-site, or 3) written or electronic notification for AET to proceed with any of the Services described in this proposal. Please indicate your acceptance of this proposal by signing below and returning a copy to us. When you accept this proposal, you represent that you are authorized to accept on behalf of the Client.

CLOSING

Please contact us if you have questions or need additional information.

SIGNATURE

AMERICAN ENGINEERING TESTING, INC.

A handwritten signature in blue ink, appearing to read 'Benjamin B. Mattson', written over a horizontal line.

Benjamin B. Mattson, P.E.
Senior Geotechnical Engineer

Attachment: Terms and Conditions



ACCEPTANCE AND AUTHORIZATION: AET Proposal No. P-0049496

SIGNATURE: _____

PRINTED NAME: _____

ORGANIZATION: _____

ADDRESS: _____

PHONE NUMBER AND EMAIL: _____

DATE: _____

INVOICING INFORMATION (Provide AP Department Information, if applicable)

AP CONTACT NAME: _____

BILLING/MAILING ADDRESS: _____

AP PHONE NUMBER AND INVOICE EMAIL: _____

P.O. NO.: _____ PROJECT NO.: _____

Fee Table (Geotechnical Services)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT RATE (\$)</u>	<u>COST (\$)</u>
1.	Geotechnical Fieldwork				
a.	Drill crew mobilization	1	LS	1100	1100
b.	Boring setup and cleanup	4	EA	100	400
c.	Geotechnical drilling and sampling in soil, including abandonment	90	FT	28	2520
d.	Rock coring setup	0	EA	400	0
e.	Rock coring advancement	0	FT	100	0
2.	Project management, engineering, and laboratory testing				
a.	Project management and preparation of geotechnical report	1	LS	2400	2400
b.	Laboratory soils review	1	LS	300	300
c.	Laboratory sieve analysis test	4	EA	140	560
Estimated Total					\$7,280

SECTION 1 - RESPONSIBILITIES

1.1 - This Service Agreement – Terms and Conditions (“terms and conditions”) is applicable to all services (“Services”) provided by American Engineering Testing, Inc. (AET). As used herein “Services” refers to the scope of services described in the proposal submitted by AET to Client. The proposal, these terms and conditions and any appendices attached hereto shall comprise the agreement (“Agreement”) between AET and Client for Services described in the proposal and are binding upon the Client, its successors, assignees, joint ventures and third-party beneficiaries.

AET requests written acceptance of the Agreement, but the following actions shall also constitute Client’s acceptance of the Agreement: 1) issuing an authorizing purchase order, task order, service order, or any other documentation for any of the Services, 2) authorizing AET’s presence on site, or 3) written or electronic notification for AET to proceed with any of the Services. Issuance of a purchase order, task order or service order by Client which contains separate terms and conditions will not take precedence or modify the terms and conditions contained in this Service Agreement AND THE TERMS AND CONDITIONS OF THIS SERVICE AGREEMENT AND ANY CORRESPONDING PROPOSAL ISSUED BY AET SHALL GOVERN UNLESS AUTHORIZED IN WRITING IN ADVANCE BY AET.

1.2 – Prior to AET performing Services, Client will provide AET with all information that may affect the cost, progress, safety and performance of the Services. This includes, but is not limited to, information on proposed and existing construction, all pertinent sections of contracts between Client and their Client and/or Owner which contain flow-down provisions to AET, if they are provided, site safety plans or other documents which may control or affect AET’s Services. If new information becomes available during AET’s Services, Client will provide such information to AET in a timely manner. Failure of Client to timely notify AET of changes to the project including, but not limited to, location, elevation, loading, or configuration of the structure or improvement will constitute a release of any liability or indemnity obligations of AET for loss or damages related to such changes. Client will provide a representative for timely answers to project-related questions by AET.

1.3 - AET is responsible only for performance of the Services. AET will not be held responsible for work or omissions by Client or any other party working on the project. The Services do not include construction management, general contracting or surveying services. AET will not be responsible for directing or supervising the work of other parties, unless specifically authorized and agreed to in writing.

1.4 – Client acknowledges the limitations inherent in sampling to characterize buried subsurface conditions. Variations in soil conditions occur between and beyond sampled/tested locations. The passage of time, natural occurrences and direct or indirect human activities at the site or distant from it may alter the actual conditions. Client assumes all risks associated with such variations in soil and subsurface conditions.

1.5 - AET is not responsible for interpretations or modifications of AET’s recommendations by other persons.

1.6 - Should changed conditions be alleged, Client agrees to notify AET before evidence of alleged change is no longer accessible for evaluation.

1.7 – Pricing in the proposal assumes use of these terms and conditions. AET reserves the right to amend pricing if Client requests modifications to the Agreement or use of Client’s alternate contract format. Any contract amendments made after Client has authorized the Services shall be applicable only to Services performed after the effective date of such amendment. The proposal and these terms and conditions, including terms of payment, shall apply to all Services performed prior to the effective date of such amendment.

1.8 - The AET proposal accompanying these terms and conditions is valid for thirty (30) days after the proposal issuance date to the Client. Any attempt to authorize Services after the expiration date is subject to AET’s right to revise the proposal as necessary.

SECTION 2 - SITE ACCESS AND RESTORATION

2.1 - Client will furnish AET safe and legal site access.

2.2 Client acknowledges that in the normal course of its Services, AET may unavoidably alter existing site conditions or affect the environment in the area being studied. AET will take reasonable precautions to minimize alterations to the site or existing materials. Restoration of the site is the responsibility of the Client.

SECTION 3 - UNDERGROUND UTILITIES AND STRUCTURES (FACILITIES)

3.1 - AET’s sole responsibility under this section will be to contact the state “call before you dig” notification center (e.g. Gopher State One Call in Minnesota), if such an entity exists, for location information of public utilities only. AET shall have no obligation to proceed with the work until Client has fully complied with all the requirements of this Section 3.

3.2 - Client will mark or cause to be marked the location of all other Facilities that service or are located on the site. AET shall be entitled to rely upon the accuracy of all location information supplied by any source.

3.3 - Client acknowledges that location data may be incorrect or that some Facilities may not be capable of location and Client fully accepts this risk and waives any claims against AET for incorrect locations or Facilities incapable of location.

3.4 - Client shall hold harmless, indemnify and defend AET from all claims, damages, losses, fines, penalties and expenses (including attorney’s fees) arising out of or related to the following: a) Facilities that are not shown or vary from the locations shown on any plans or drawings, b) Facilities that are not located by or vary from the locations marked by Client, governmental or quasi-governmental locator programs, or private utility locating services, or c) any other Facilities that are not disclosed or vary from locations provided by the Client. The obligation to defend AET shall be independent of the obligation to indemnify and hold harmless AET and shall be with independent counsel acceptable to AET.

SECTION 4 - CONTAMINATION

4.1 - Client acknowledges and accepts all contamination risks which may be associated with the Services. Risks include, but are not limited to, cross contamination created by linking contaminated zones to uncontaminated zones during the drilling process; containment and proper disposal of known or suspected hazardous materials, drill cuttings and drill fluids; and decontamination of equipment and disposal and replacement of contaminated consumables. Discovery of actual or suspected hazardous materials shall entitle AET to take immediate measures it deems necessary in its sole discretion, including regulatory notification, to protect human health and safety, and/or the environment. Further, discovery of such materials constitutes a changed condition for which Client agrees to pay associated additional cost.

4.2 - Client shall indemnify and hold AET harmless from all liability, damages, claims or costs resulting from contaminants on the site.

SECTION 5 - SAFETY

5.1 - Client shall inform AET of any known or suspected hazardous materials or unsafe conditions at the site. If, during the course of AET's Services, such materials or conditions are discovered, AET reserves the right to take measures to protect AET personnel and equipment or to immediately terminate Services. Client shall be responsible for payment of such additional protection costs.

5.2 - AET shall only be responsible for safety of AET employees at the site; the safety of all others shall be Client's or other persons' responsibility.

SECTION 6 – SAMPLES

6.1 - Client shall inform AET of any known or suspected hazardous materials prior to submittal to AET. All samples obtained by or submitted to AET remain the property of the Client during and after the Services. Any known or suspected hazardous material samples will be returned to the Client at AET's discretion.

6.2 - Non-hazardous samples will be held for thirty (30) days and then discarded unless, within thirty (30) days of the report date, the Client requests in writing that AET store or ship the samples. Storage and shipping costs shall be borne solely by Client.

SECTION 7 - PROJECT RECORDS

The original project records prepared by AET will remain the property of AET. AET shall retain these original records for a minimum of three years following submission of the report, during which period the project records can be made available to Client at AET's office at reasonable times.

SECTION 8 - STANDARD OF CARE

AET performs its Services consistent with the level of care and skill normally performed by other firms in the profession at the time of this service and in this geographic area, under similar budgetary constraints.

SECTION 9 - INSURANCE

AET maintains insurance with coverage and minimum limits shown below. AET will furnish certificates of insurance to Client upon request.

9.1 –

Workers' Compensation Employer's Liability	Statutory Limits \$100,000 each accident \$500,000 disease policy limit \$100,000 disease each employee
Commercial General Liability	\$1,000,000 each occurrence \$1,000,000 aggregate
Automobile Liability	\$1,000,000 each accident
Professional/Pollution Liability Insurance	\$1,000,000 per claim \$1,000,000 aggregate

9.2 - Commercial General Liability insurance will include coverage for Products/Completed Operations extending one (1) year after completion of AET's Services as outlined in our proposal, Property Damage, Personal Injury, and Contractual Liability coverage applicable to AET's indemnity obligations under this Agreement.

9.3 - Automobile Liability insurance shall include coverage for all owned, hired and non-owned automobiles.

9.4 - Professional/Pollution Liability Insurance is written on a claims-made basis and coverage will be maintained for one (1) year after completion of AET's Services as outlined in our proposal. Renewal policies during this period shall maintain the same retroactive date.

9.5 - **To the extent permitted by applicable state law, and upon Client's signing of the proposal, which includes these Terms and Conditions, and return of the same to AET, or Client provided forms of acceptance as defined in Section 1.1; Client and Owner shall be named an "additional insured" on AET's Commercial General Liability Policy (Form CG D4 14, which includes blanket coverage for the Additional Insured on a Primary and Non-Contributory basis). Client and Owner shall also be named an "additional insured" on a Primary and Non-contributory basis on AET's Automobile Liability Policy (Form CA T4 74). Any other endorsement, coverage or policy requirement may result in additional charges.**

9.6 - AET will maintain insurance coverage required by this Agreement at its sole expense, provided such insurance is reasonably available, with insurance carriers licensed to do business in the state in which the project is located and having a current A.M. Best rating of no less than A minus (A-). Such insurance shall provide for thirty (30) days prior written notice to Client for notice of cancellation or material limitations for the policy or ten (10) days' notice for non-payment of premium.

9.7 - AET reserves the right to charge Client for AET's costs for additional coverage requirements unknown on the date of the proposal, e.g., coverage limits or policy modification including waiver of subrogation, additional insured endorsements and other project specific requirements.

SECTION 10 - DELAYS

If delays to AET's Services are caused by Client or Owner, other parties, strikes, natural causes, pandemic, weather, or other items beyond AET's control, a reasonable time extension for performance of the Services shall be granted, and AET shall receive an equitable fee adjustment.

SECTION 11 - PAYMENT, INTEREST, AND BREACH

11.1 - Invoices are due net thirty (30) days from the date of receipt of an undisputed invoice. Invoices will be paid without reductions for bond or retention. Client will inform AET of invoice questions or disagreements within fifteen (15) days of invoice date; unless so informed, invoices are deemed correct.

11.2 – Invoices remaining unpaid for sixty (60) days shall constitute a material breach of this Agreement, permitting AET, in its sole discretion and without limiting any other legal or equitable remedies for such breach, to terminate performance of this Agreement and be relieved of any associated duties to the Client or other persons. Further, AET may withhold from Client data and reports in AET's possession. If Client fails to cure such breach, all reports associated with the unpaid invoices shall immediately upon demand be returned to AET and Client may neither use nor rely upon such reports or the Services.

11.3 – AET reserves the right to pursue any unpaid invoice utilizing available remedies at law. AET explicitly reserves its Mechanic Lien or Bond Claim rights for nonpayment of an undisputed invoice. Client is responsible for paying AET expenses and attorney fees related to collection of past due invoices.

11.4 – AET reserves the right to charge a 2.5% fee on any payment made using a credit card or debit card.

SECTION 12 - CHANGE ORDERS

AET's proposal associated with this project may provide an estimated cost for the work. If the proposal amount is a time and material estimate, or if changes occur affecting the project scope, estimated quantities, project schedule or other unforeseen conditions, AET will communicate with Client request a change order. However, nothing in this agreement shall be construed in any way as a waiver of payment by Client to AET for Services authorized under this agreement. Approval of a change order may be in writing, by electronic communication, or any directive for additional Services.

SECTION 13 - MEDIATION

13.1 - Except for enforcement of AET's rights to payment for Services rendered or to assert and/or enforce its lien rights, including without limitation assertion and enforcement of mechanic's lien rights and foreclosure of the same, Client and AET agree that any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party; provided however that if either party fails to respond to a request for mediation within sixty (60) days, the party requesting mediation may without further notice, proceed to arbitration or the institution of legal or equitable proceedings.

13.2 - Mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. Request for mediation shall be in writing and the parties shall share the mediator's fee and any filing fees equally and each party shall pay their own legal fees. The mediator shall be acceptable to both parties and shall have experience in commercial construction matters.

SECTION 14 - LITIGATION REIMBURSEMENT

Except for matters relating to non-payment of fees, which is governed by Section 11 hereof, payment of attorney's fees and costs associated with lawsuits or arbitration of disputes between AET and Client, which are dismissed or are judged substantially in either party's favor, shall be paid by the non-prevailing party. Applicable costs include, but are not limited to, attorney and expert witness fees, court costs, and other direct costs.

SECTION 15 - MUTUAL INDEMNIFICATION

15.1 - Subject to the limitations contained in Sections 15 and 18, AET agrees to indemnify Client from and against damages and costs to the extent caused by AET's negligent performance of the Services.

15.2 - Client agrees to indemnify AET from and against damages and costs to the extent caused by the intentional acts or negligence of the Client, Owner, Client's contractors and subcontractors or other third parties.

15.3 - If Client has an indemnity agreement with other persons or entities relating to the project for which AET's Services are performed, the Client shall include AET as an additional Insured.

15.4 - AET's indemnification to the Client, including any indemnity required or implied by law, is limited solely to losses or damages caused by its failure to meet the standard of care and only to the extent of its negligence.

SECTION 16 - NON-SOLICITATION

Each party to this Agreement (a "Party") agrees that it will not encourage, induce, or actively solicit any employee of the other party to leave their employment for any reason, provided that neither Party is precluded from (a) hiring any such employee who has been terminated by a Party or its subsidiaries prior to commencement of employment discussions between a Party and such employee, or (b) soliciting any such employee by means of a general advertisement or through an employment agency that does not specifically pursue the employee, or (c) hiring employees or former employees of the other Party who contact the Party on its own accord. This Non-Solicitation provision shall be effective and enforceable for six (6) months following termination of this Agreement.

SECTION 17 - MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

Except as specifically set forth herein and to the extent permitted by applicable law, Client and AET waive against each other, and each other's officers, directors, members, subcontractor, agents, assigns, successors, partners, and employees any and all claims for or entitlement to special, incidental, indirect, punitive, or consequential damages arising out of, resulting from, or in any way related to the Services provided by AET under this Agreement. This mutual waiver of consequential damages includes, but is not limited to, the following: loss of profits; loss of revenue; rental costs/expenses incurred; loss of income; loss of use of property, equipment, materials or services; loss of opportunity; loss of rent; loss of good will; loss of financing; loss of credit; diminution of value; loss of business and reputation; loss of management or employee productivity or the services of such persons; increased financing costs; cost of substitute facilities; cost of substitute goods/property/equipment; cost of substitute services; and/or cost of capital. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement in accordance with the provisions of the Agreement and related documents and shall survive any such termination.

SECTION 18 - LIMITATION OF LIABILITY

To the fullest extent permitted by applicable law, the total aggregate liability of AET and its officers, directors, partners, employees, subcontractors, agents, and sub-consultants, to Client and/or Client's employees, officers, directors, members, agents, assigns, successors, or partners, or anyone claiming through Client, for any and all injuries, damages, claims, losses, or expenses (including attorney's fees and costs) arising out of, resulting from or in any way related to Services provided by AET from any cause or causes, including, but not limited to, its negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation in excess of costs received by AET for Services or \$50,000, whichever is less. The limitation of liability set forth herein does not apply to claims arising solely out of or related to the willful or intentional acts of AET.

SECTION 19 - POSTING OF NOTICES ON EMPLOYEE RIGHTS

Effective June 21, 2010, prime contracts with a value of \$100,000 or more and signed by federal contractors on projects with any agency of the United States government must comply with 29 CFR Part 471, which requires physical posting of a notice to employees of their rights under Federal labor laws. The required notice may be found at 29 Code of Federal Regulations Part 471, Appendix A to Subpart A. The regulation also has a "flow-down" requirement for subcontractors under the prime agreement for subcontracts with a value of \$10,000 or more. AET requires strict compliance of its subcontractors working on federal contracts subject to this regulation. The regulation has specific requirements for location of posting and language(s) for the poster.

SECTION 20 - TERMINATION

After 7 days' written notice, either party may elect to terminate this Agreement for justifiable reasons. In this event, the Client shall pay AET for all work performed, including demobilization and reporting costs to complete the Services.

SECTION 21 - SEVERABILITY

Any provisions of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, Client and AET will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

SECTION 22 - GOVERNING LAW

This Agreement shall be construed in accordance with the Laws of the State of Wisconsin without regard to its conflicts of law provisions.

SECTION 23 - ENTIRE AGREEMENT

This Agreement, including these terms and conditions and attached proposal and appendices, is the entire agreement between AET and Client. Regardless of method of acceptance of this Agreement by the Client, this Agreement supersedes any written or oral agreements, including purchase/work orders or other Client agreements submitted to AET after the start of our Services. Any modifications to this Agreement must be mutually acceptable to both parties and accepted in writing. No considerations will be given to revisions to AET's terms and conditions or alternate contract format submitted by the Client as a condition for payment of AET's accrued Services.

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
 requester. Do not
 send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) American Engineering Testing, Inc.
	2	Business name/disregarded entity name, if different from above.
	3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input checked="" type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____
	3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/> <i>(Applies to accounts maintained outside the United States.)</i>
5	Address (number, street, and apt. or suite no.). See instructions. 550 Cleveland Ave. N.	Requester's name and address (optional)
6	City, state, and ZIP code St. Paul, MN 55114	
7	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
4	1		0	9	7	7	5	2	1

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person <i>Phillip Chwialkowski</i>	Date <i>1/1/2025</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).



CERTIFICATE OF LIABILITY INSURANCE

1/1/2026

DATE (MM/DD/YYYY)

7/23/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS:	FAX (A/C, No):													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : The Phoenix Insurance Company</td> <td>25623</td> </tr> <tr> <td>INSURER B : The Travelers Indemnity Company of America</td> <td>25666</td> </tr> <tr> <td>INSURER C : Travelers Property Casualty Company of America</td> <td>25674</td> </tr> <tr> <td>INSURER D : The Charter Oak Fire Insurance Company</td> <td>25615</td> </tr> <tr> <td>INSURER E : Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : The Phoenix Insurance Company	25623	INSURER B : The Travelers Indemnity Company of America	25666	INSURER C : Travelers Property Casualty Company of America	25674	INSURER D : The Charter Oak Fire Insurance Company	25615	INSURER E : Continental Casualty Company	20443	INSURER F :
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INSURER F :															
INSURED 1562985 AMERICAN ENGINEERING TESTING, INC. 550 CLEVELAND AVE. N ST. PAUL, MN 55114-1804															


COVERAGES **CERTIFICATE NUMBER:** 22217726 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONT. LIAB/XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	P630539K8896PHX25	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	8102L6457122543G	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	N	N	CUP3K2260092543	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB9H9151012543G	1/1/2025	1/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	<input type="checkbox"/> PROFESSIONAL LIABILITY INCL. <input type="checkbox"/> POLLUTION INCIDENT	N	N	ECH254066939	1/1/2025	1/1/2026	EACH CLAIM/AGGREGATE \$5,000,000/\$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

22217726 EVIDENCE OF INSURANCE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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GILES

ENGINEERING ASSOCIATES, INC.

GEOTECHNICAL, ENVIRONMENTAL & CONSTRUCTION MATERIALS CONSULTANTS

- Dallas, TX
- Los Angeles, CA
- Milwaukee, WI

December 23, 2025

City of Tomahawk
c/o MSA Professional Services
1835 N. Stevens Street
Rhineland, WI 54501

Attention: Ms. Grace Kluchka
Graduate Engineer I – Water

Proposal for: Geotechnical Engineering Exploration and Analysis
Proposed Potable Water Treatment Facility
102 Waterworks Road
Tomahawk, Wisconsin
Giles Proposal No. 1GP-2512040

Dear Ms. Kluchka:

Giles Engineering Associates, Inc. (“Giles”) is pleased to submit this proposal to conduct a *Geotechnical Engineering Exploration and Analysis* for the proposed potable water treatment facility. The *Geotechnical Engineering Exploration and Analysis* will include a geotechnical subsurface exploration program, geotechnical laboratory services, and geotechnical engineering. Service areas are briefly discussed herein and are based on our understanding and assumptions about the proposed project. The purpose of the *Geotechnical Engineering Exploration and Analysis* is to provide geotechnical-related recommendations for design and construction of the proposed potable water treatment facility. This proposal is based on the Request for Proposal (dated December 9, 2025), provided by MSA.

GEOTECHNICAL SUBSURFACE EXPLORATION PROGRAM

Per the Request for Proposal, two 30-foot-deep test borings will be conducted in the water treatment plant area and two 15-foot-deep test borings will be conducted in proposed utility areas. Therefore, the geotechnical subsurface exploration program will include the four test borings and ±90 lineal feet of drilling and sampling. Depending on the subsurface conditions that are encountered, it might be necessary to perform additional test borings or extend the test borings deeper than planned. However, additional or deeper test borings will only be conducted after receiving authorization to proceed.

The field exploration at the test borings will consist of performing a Standard Penetration Test (SPT) in general accordance with ASTM D-1586 specifications at 2½-foot intervals to 15 feet, and 5 feet thereafter, and/or at each major change in subsurface characteristics. The SPT test determines a Standard Penetration Resistance value (“N-Value”), used to develop geotechnical-related design parameters.

Boreholes from the test borings will be backfilled; however, the backfill material might settle or heave, creating a hazard that can injure people and animals. Test boring areas should, therefore, be carefully and routinely monitored by the property owner or by others; settlement or heave of backfill materials should be repaired immediately. Giles will not monitor or repair boreholes.

This proposal does not include the use of special OSHA or hazardous drilling techniques or drill-crew protection. Complete rights-of-entry and access to the site are expected to be provided to us and our subcontractors (if any) as a function of this proposal. Excess soil from the test borings will be left in the area of the test borings or will be hauled by wheelbarrow to an onsite location specified by our client. Offsite disposal of excess soil will be at an extra cost.

Prior to our fieldwork, Giles will contact Diggers Hotline®, the public utility locator service, to “clear” the test boring areas for public utilities. Even with this service, “private” utilities (which are typically not identified by the public utility locator) could exist in the test boring areas. Therefore, the attached *Breakdown of Proposed Fees* includes a cost for private utility locating. It is important to note that even with a private utility locator service, unknown private utilities could be damaged. Giles will not be responsible for damage to any unknown or unmarked underground utilities.

GEOTECHNICAL LABORATORY SERVICES

Soil samples that are retained from the test borings will be classified using descriptive terms and particle-size criteria and by using the Unified Soil Classification System (ASTM D 2488) as a general guide. The classifications will be noted on the *Test Boring Logs* that will be included in the *Geotechnical Engineering Exploration and Analysis* report. Field-related information pertaining to the test borings will also be shown on the *Test Boring Logs*.

Giles’ “standard” testing program is planned for this project. This testing program consists of performing unconfined compression (without measured strain), penetrometer resistance, vane shear, and moisture content testing on select soil samples. The test results will be reported on the *Test Boring Logs* that will be included in the report. If specialized laboratory testing is needed, it will only be conducted after receiving authorization to proceed.

GEOTECHNICAL ENGINEERING SERVICES

The results of the *Geotechnical Subsurface Exploration Program* and the results of the *Geotechnical Laboratory Services* will be used to develop geotechnical recommendations for the proposed development. The recommendations will be provided in a geotechnical report that will be signed and sealed by a professional engineer. The report will include the following items along with other recommendations that may be appropriate.

- A general description of the field and laboratory procedures will be provided in the report. The report will include a plan that will illustrate the approximate locations of the test borings.
- The report will include a general description of the subsurface conditions at the test borings, including the soil and groundwater conditions. Groundwater conditions will be estimated based on the colors and moisture conditions of retained soil samples and the depth to groundwater, if groundwater is encountered.

- Geotechnical recommendations will be provided regarding the type of foundation that is economically suitable for the proposed water treatment building. Design parameters and settlement estimates will be included.
- Geotechnical recommendations will be provided regarding the use of ground-bearing floor slabs. A *Modulus of Subgrade Reaction* value will be provided for design of ground-bearing floor slabs.
- Recommendations will be provided for the below-ground portion of the water treatment building. Drainage system and lateral earth pressure recommendations will be provided.
- Geotechnical considerations regarding utility installations will be provided in the report.
- Site preparation recommendations will be provided in the report along with recommendations for subgrade improvement, if subgrade improvement is expected to be necessary. Construction considerations will also be addressed in the report and will include comments regarding the reuse of onsite material as engineered fill, groundwater control, and other situations that are applicable to the proposed project.

SPECIAL CONSIDERATIONS

Our field activities will be performed with care. However, because the test borings will be conducted using heavy equipment, disturbance and damage to surface materials should be expected, especially in grassy areas and where surface materials are soft, loose, or otherwise unstable. Surface materials might need to be repaired after the test borings are conducted. Giles will not repair damage or disturbance to landscaping or to other surface materials.

PROPOSED FEES

The total fee to perform the services outlined above is **\$7,285.00**. Itemized costs are shown on the attached *Breakdown of Proposed Fees*. If the test borings are terminated shallower than planned due to auger refusal, the cost of the geotechnical subsurface exploration program will remain the same. Rock coring costs not included and would be an additional mobilization. Post-report consultation is not included in this proposal. Additional work required over and above the proposed scope will be billed in accordance with Giles's *Schedule of Standard Fees*. The attachments listed below are part of this proposed agreement.

SCHEDULE

It is estimated that the *Geotechnical Subsurface Exploration Programs* and the *Geotechnical Laboratory Services* will be completed about 2.5 weeks after we are authorized to proceed with the project, and the written reports will likely be submitted about 2 weeks thereafter. However, the schedule depends on weather conditions, site access, and utility clearance. Giles will provide verbal updates during the course of our services, if needed. It is understood the Geotechnical Report is desired to be issued before February 6, 2026.

Proposed Potable Water Treatment Facility
Tomahawk, Wisconsin
Proposal No. 1GP-2512040
Page 4



CLOSING

Thank you for the opportunity to offer our service. We hope to work on the project. Please acknowledge receipt and acceptance of this proposal by signing and returning the Project Authorization Form for our files. The individual or individuals that sign this agreement on behalf of the client warrant that they are duly authorized agents of the client.

Respectfully submitted,

GILES ENGINEERING ASSOCIATES, INC.

A handwritten signature in blue ink that reads 'Grace Hill'.

Grace C. Hill
Staff Professional

A handwritten signature in blue ink that reads 'Colleen Finley'.

Colleen M. Finley, P.E.
Geotechnical Department Manager

Distribution: MSA Professional Services
Attn: Grace Kluchka (gkluchka@msa-ps.com)

Attachments: Project Authorization Form
Breakdown of Proposed Fees
General Conditions
Important Information about This Geotechnical Engineering Proposal

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Client and Billing Information

I hereby accept the proposal and authorize Giles to proceed with the scope of work as described herein.

Name:	_____
Title:	_____
Company:	_____
Address:	_____
City, State Zip:	_____
Email:	_____
Phone:	_____
Invoice Email:	_____
Purchase Order:	_____
Signature:	Date: _____

Project Contact Information (if different than Client)

Name:	_____
Title:	_____
Company:	_____
Email:	_____
Phone:	_____

Site Access/Coordination Information (if different than above)

Name:	_____
Title:	_____
Company:	_____
Email:	_____
Phone:	_____





BREAKDOWN OF PROPOSED FEES

Geotechnical Engineering Exploration and Analysis
Potable Water Treatment Facility
Waterworks Road
Tomahawk, Wisconsin
Proposal No. 1GP-2512040

NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	RATE (Per Unit)	ESTIMATED TOTAL
FIELD SERVICES					
1	Mobilization of Drilling Equipment	Lump Sum	LS	\$1,850.00	\$1,850.00
2	Project Coordination and Soil Boring Layout	2	Hour	\$90.00	\$180.00
3	Soil borings (ordinary soil conditions assumed, SPT samples at 5-foot intervals 0 to 20-foot depth, includes abandonment)	90	LF	\$25.00	\$2,250.00
4	Additional SPT Samples	12	Each	\$20.00	\$240.00
5	Private Utility Locate	Lump Sum	LS	\$750.00	\$750.00
Fee for Field Services					\$5,270.00
LABORATORY TESTING SERVICES					
1	Visual Sample Classification	44	Each	\$5.00	\$220.00
2	Moisture Content Testing	Lump Sum	LS	\$180.00	\$180.00
3	Calibrated Penetrometer Testing				
4	Unconfined Compression Testing				
Fee for Laboratory Testing Services					\$400.00
ENGINEERING SERVICES					
1	Geotechnical Division Manager	2	Hour	\$165.00	\$330.00
2	Project Engineer	10	Hour	\$120.00	\$1,200.00
3	CAD Operator	1	Hour	\$85.00	\$85.00
Fee for Engineering Services					\$1,615.00
TOTAL ESTIMATED PROJECT COST					\$7,285.00

SECTION 1: FORMATION OF CONTRACT – These General Conditions shall be incorporated into and become a binding, integral part of any correspondence, proposal, or contract to which they are initially attached. Together they form an Agreement to be entered into by and between Giles Engineering Associates, Inc. (“Giles”) and the party for whom Giles is to perform its services (“Client”). Conflicting terms or conditions that appear on an acceptance copy of any Agreement document, or subsequently issued document, are hereby objected to and shall be invalid, unless accepted in writing by all parties to the Agreement. Ordering, reliance upon, or acceptance of Giles’ services by Client, including additional work orders, shall constitute Client’s acceptance of the terms of the Agreement, including these General Conditions, regardless of whether Client delivers an executed copy of the Agreement document prior to the commencement of Giles’ services. The Agreement, including these General Conditions, shall extend to the benefit of, and be binding upon, the successors, assigns, directors, officers, employees, agents, subcontractors, representatives, and consultants of Giles and Client. Client shall communicate these General Conditions to any third party or principal for whom, or to whom, Client conveys any part of Giles’ services. Giles shall have no duty or obligation to any third party or principal greater than what is set forth herein.

SECTION 2: SITE ACCESS AND PROPERTY CARE – Client will arrange right of entry for Giles to complete the services. Client warrants and represents that it has authority and permission to grant Giles access. Client will also arrange permission for Giles to photograph the site. Client will provide Giles with sufficient documentation to enable Giles to avoid trespass and damage to on-site, neighboring, restricted, or prohibited areas.

SECTION 3: DEGREE OF CERTAINTY IN MATERIALS TESTED – The locations and elevations of in-situ tests will be determined in accordance with the accuracy and proximity of survey control provided by Client or the contractor. Unless noted, locations and elevations will be determined by pacing and hand level methods. Observation and testing services will be provided in such a manner as to have reasonable certainty that the services essentially comply with project requirements.

SECTION 4: STANDARD OF CARE – Services performed under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing at this time, under similar conditions, and in the same locale. No other warranty, express or implied, is made.

SECTION 5: DELAY AND FORCE MAJEURE – Giles will be excused for delay in the performance of services under this Agreement if caused by acts of God; inclement weather; acts of utility companies, unions, organized labor, or inspectors; or other unforeseen contingencies; beyond Giles’ reasonable control.

SECTION 6: OWNERSHIP OF INSTRUMENTS OF SERVICE – All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by Giles are instruments of service, remain the property of Giles, and are protected by copyright, trademark, and other proprietary rights provided under state and federal laws of the United States and/or foreign nations.

SECTION 7: DISPOSITION OF SAMPLES AND MATERIALS – Uncontaminated soil and rock samples will be held for thirty (30) days after the date of Giles’ report, unless advised otherwise by Client. Further storage or transfer can be negotiated at Client’s written request. Should samples and/or materials contain, or be suspected to contain, substances or constituents hazardous to health, safety, or the environment, as defined by applicable laws, Giles will return such samples and/or materials, to Client after completion of testing, or have them disposed of in accordance with applicable laws. Client agrees to pay all costs associated with the transportation and disposal, and storage beyond 30 days. Giles is acting as a bailee and assumes no title to such samples, materials, and/or waste.

SECTION 8: MOLD AND ASBESTOS-CONTAINING MATERIALS (ACM) EXCLUSION – Unless expressly provided, Giles’ scope of services does not include any investigation, analysis, consultation, or representation with respect to the risk, prevention, presence, or remediation of mold, mildew, fungi, spores, other microbes, or ACM. It is therefore agreed that Giles has no responsibility or liability for claims, damages, losses, or expenses attributable to any such exposure, contamination, growth, release, or dispersal.

SECTION 9: INSURANCE – Giles maintains a complete insurance package, including workman’s compensation, commercial general liability, and professional liability insurance. Giles also maintains contractors pollution liability coverage of \$5,000,000.00 for each pollution incident, with an annual aggregate limit of \$5,000,000.00. Certificates of insurance shall be provided upon request.

SECTION 10: LIMITATIONS OF LIABILITY – Client agrees to limit Giles’ total aggregate liability to Client and all construction contractors, subcontractors and those named on the project arising from Giles’ professional acts, errors or omissions, or breaches of contract to the lesser of either \$250,000.00 or four times Giles’ fee for services on the project.

SECTION 11: INDEMNIFICATION – To the fullest extent permitted by law, Client shall hold harmless, indemnify, and defend Giles from and against all claims and causes of action for bodily injury, death, and property damage that may arise from the performance of services under this Agreement, except where such bodily injury, death, or property damage arises directly from the sole negligence, errors, or omissions of Giles.

SECTION 12: LITIGATION SUPPORT – If Giles is required by operation of law, subpoena, or other legal process to appear, participate, or give testimony as an expert or fact witness, in any legal discovery, administrative, or court proceeding, as a result of the performance of services under this Agreement, Client agrees to compensate Giles pursuant to Giles’ current fee and rate schedule, and to reimburse Giles for all reasonable costs and expenses Giles may incur in connection with such activities, including the fees of any attorney that Giles may retain on its own behalf.

SECTION 13: INVOICES AND PAYMENT – Payment of invoices is due upon receipt of invoice and is past due thirty (30) days from invoice date. Client agrees to pay a late payment service charge of 1½% per month, or 18% per year, for past due invoices. Client agrees the balance as stated on the invoice is correct, conclusive, and binding unless Client within ten (10) days from the date of invoice notifies Giles in writing of the item alleged to be incorrect. Should a dispute over payment arise, Client agrees to pay all invoiced amounts except those amounts in dispute; stipulates to using the Waukesha County Circuit Court, Wisconsin, as the venue; and agrees to pay all court costs and attorney fees associated with the collection of disputed sums. Attorney fees shall be at the actual cost or at Giles' in-house counsel rate of \$150.00 per hour.

SECTION 14: NOTICE OF LIEN RIGHTS – AS REQUIRED BY STATE CONSTRUCTION LIEN LAWS, OWNER IS HEREBY NOTIFIED THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO GILES, ARE THOSE WHO CONTRACT DIRECTLY WITH OWNER OR THOSE WHO GIVE OWNER NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST FURNISH PROFESSIONAL SERVICES. OWNER MAY NEED TO NOTIFY ITS MORTGAGE LENDERS OF THESE LIEN RIGHTS.

SECTION 15: TERMINATION – This Agreement may be terminated by either party upon seven (7) days written notice. In the event of termination, Giles shall be paid for all services performed prior to the termination date.

SECTION 16: GOVERNING LAW AND SURVIVAL – The laws of the State of Wisconsin will govern the validity of these terms, their interpretation, and performance. Client consents to venue in the Waukesha County Circuit Court, State of Wisconsin, for all claims and disputes. The terms of this Agreement shall survive the completion of Giles' services.

DRILLING or GEOTECHNICAL

SECTION 17: SITE ACCESS AND PROPERTY CARE – Giles will take reasonable precautions to minimize damage to the property. In the normal course of work, some damage may occur. The correction of such damage is not part of the Agreement, unless specified in the proposal. Giles will backfill borings and other types of ground penetrations. Soil backfill at access points and test locations may settle over time. Giles is not responsible for checking, maintaining, or repairing the backfill after leaving the project site.

SECTION 18: UTILITIES – Giles will contact the local one-call public utility locator service and take reasonable precautions to avoid damage or injury to identified underground public structures or utilities. Client shall provide any documents necessary or helpful in locating all private underground structures and utilities. Client shall assume responsibility for the accuracy of any information provided. Client agrees to hold harmless, defend, and indemnify Giles for any damages to underground structures and utilities, and any damage, injury, or death arising directly or indirectly there from, which were not identified on the documents furnished, or by local utility identification agencies.

SECTION 19: ENVIRONMENTAL – On Geotechnical projects, Environmental and Hazardous Materials will not be considered.

CONSTRUCTION MATERIALS TESTING

SECTION 20: RESPONSIBILITIES – The presence of Giles' field representative(s) will be for the purpose of providing observation and/or field testing. Giles' services will not include the supervision or direction of the work of the contractor or the contractor's employees or agents. Contractor should be so advised, and informed that neither the presence of Giles' field representative nor the observation and testing shall excuse contractor in any way for defects discovered in contractor's work. An opinion will be developed from observations and tests as to whether the work essentially complies with the project requirements.

SECTION 21: SAFETY – The construction contractor and/or owner shall, without limitation, assume sole and complete responsibility for job site conditions during construction of the project, including the safety of all persons and property. The trenching and shoring safety shall be the full responsibility of the contractor. If a geotechnical engineer (P.E., not a technician) is brought to the site for soils evaluation, we can make recommendations for the slope of the excavated trench walls. If not, the sloping of side walls, trenching and shoring safety shall all be the full responsibility of the contractor.

ENVIRONMENTAL

SECTION 22: HAZARDOUS MATERIALS – When hazardous materials are known, assumed, or suspected to exist at a site, Giles will take appropriate actions to protect the health and safety of personnel, to comply with applicable laws and regulations, and to implement procedures to minimize physical risks to employees and the public. Client must inform Giles of any known or suspected hazardous materials. The discovery of unanticipated hazardous materials constitutes a changed condition requiring renegotiation of the scope of services or termination of the Agreement. Client agrees to compensate Giles for additional costs of working to protect employee and/or public health and safety. Client waives any claim against Giles, and agrees to hold harmless, indemnify, and defend Giles from and against any claim or liability for injury, death, or loss arising directly or indirectly from the discovery of unanticipated hazardous materials. Client also agrees to compensate Giles for time spent, and expenses incurred, in defense of any such claim, based upon Giles' prevailing fee schedule and expense reimbursement policy relative to the direct project costs.

SECTION 23: GEOTECHNICAL – On Environmental and Hazardous Materials projects, Geotechnical issues will not be considered.

Important Information about This

Geotechnical Engineering Proposal

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Participate in Development of the Subsurface Exploration Plan

Geotechnical engineering begins with the creation of an effective subsurface exploration plan. This proposal starts the process by presenting an initial plan. While that plan may consider the unique physical attributes of the site and the improvements you have in mind, it probably does not consider your unique goals, objectives, and risk management preferences. Subsurface exploration plans that are finalized without considering such factors presuppose that clients' needs are unimportant, or that all clients have the same needs. *Avoid the problems that can stem from such assumptions* by finalizing the plan and other scope elements directly with the geotechnical engineer you feel is best qualified for the project, along with the other project professionals whose plans are affected by the geotechnical engineer's findings and recommendations. If you have been told that this step is unnecessary; that client preferences do not influence the scope of geotechnical engineering service or that someone else can articulate your needs as well as you, you have been told wrong. No one else can discuss your geotechnical options better than an experienced geotechnical engineer, and no one else can provide the input you can. Thus, while you certainly are at liberty to accept a proposed scope "as is," recognize that it could be a unilateral scope developed without direct client/engineer discussion; that authorizing a unilateral scope will force the geotechnical engineer to accept all assumptions it contains; that assumptions create risk. *Manage your risk. Get involved.*

Expect the Unexpected

The nature of geotechnical engineering is such that planning needs to *anticipate the unexpected*. During the design phase of a project, more or deeper borings may be required, additional tests may become necessary, or someone associated with your organization may request a service that was not included in the final scope. During the construction phase, additional services may be needed to respond quickly to unanticipated conditions. In the past, geotechnical engineers commonly did whatever was required to oblige their clients' representatives and safeguard their clients' interests, taking it on faith that their clients wanted them to do so. But some, evidently, did not, and refused to pay for legitimate extras on the ground that the engineer proceeded without proper authorization, or failed to submit notice in a timely manner, or failed to provide proper documentation. *What are your preferences? Who is permitted to authorize additional geotechnical services on your project? What type of documentation do you require? To whom should it be sent? When? How?* By addressing these and similar issues sooner rather than later, you and your geotechnical engineer will be prepared for the unexpected, to help prevent molehills from growing into mountains.

Have Realistic Expectations; Apply Appropriate Preventives

The recommendations included in a geotechnical engineering report are *not final*, because they are based on opinions that can be verified only during construction. For that reason, most geotechnical engineering proposals offer the construction observation services that permit the geotechnical engineer of record to confirm that subsurface conditions are what they were expected to be, or to modify recommendations when actual conditions were not anticipated. *An offer to provide construction observation*

is an offer to better manage your risk. Clients who do not take advantage of such an offer; clients who retain a second firm to observe construction, can create a high-risk “Catch-22” situation for themselves. *The geotechnical engineer of record cannot assume responsibility or liability for a report’s recommendations when another firm performs the services needed to evaluate the recommendations’ adequacy.* The second firm is also likely to disavow liability for the recommendations, because of the substantial and possibly uninsurable risk of assuming responsibility for services it did not perform. Recognize, too, that no firm other than the geotechnical engineer of record can possibly have as intimate an understanding of your project’s geotechnical issues. As such, reliance on a second firm to perform construction observation can elevate risk still more, because its personnel may not have the wherewithal to recognize subtle, but sometimes critically important unanticipated conditions, or to respond to them in a manner consistent with your goals, objectives, and risk management preferences.

Realize That Geoenvironmental Issues Have Not Been Covered

The equipment, techniques, and personnel used to perform a geoenvironmental study differ significantly from those used to perform a geotechnical study. *Geoenvironmental services are not being offered in this proposal. The report that results will not relate any geoenvironmental findings, conclusions, or recommendations.* Unanticipated environmental problems have led to numerous project failures. If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the express purpose of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may be addressed as part of the geotechnical engineering study described in this proposal, the geotechnical engineer who would lead this project **is not** a mold prevention consultant; **none of the services being offered have been designed or proposed for the purpose of mold prevention.**

Have the Geotechnical Engineer Work with Other Design Professionals and Constructors

Other design team members’ misinterpretation of a geotechnical engineering report has resulted in costly problems. Manage that risk by having your geotechnical engineer confer with appropriate members of the design team before finalizing the scope of geotechnical service (as suggested above), and, again, after submitting the report. *Also retain your geotechnical engineer to review pertinent elements of the design team members’ plans and specifications.*

Reduce the risk of unanticipated conditions claims that can occur when constructors misinterpret or misunderstand the purposes of a geotechnical engineering report. Use appropriate language in your contract documents. Retain your geotechnical engineer to participate in prebid and preconstruction conferences, and to perform construction observation.

Read Responsibility Provisions Closely

Clients, design professionals, and constructors who do not recognize that geotechnical engineering is far less exact than other engineering disciplines can develop unrealistic expectations. Unrealistic expectations can lead to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their proposals. Sometimes labeled “limitations,” many of these provisions indicate where geotechnical engineers’ responsibilities begin and end, to help others recognize their own responsibilities and risks, thus to encourage more effective scopes of service. *Read this proposal’s provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Rely on Your Geotechnical Engineer for Additional Assistance

Membership in the Geoprofessional Business Association (GBA) exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit to everyone involved with a construction project. Confer with a GBA-member geotechnical engineer for more information. Confirm a firm’s membership in GBA by contacting GBA directly or at its website.



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